

FIRST APPEAL NO. 6 OF 2001

Shri Benjamin Pereira,
major, married,
agriculturist, r/o
Colvale, Bardez,
Goa.

... Appellant.

Versus

1. Deputy Collector (Rev)
and Land Acquisition
Officer, Panaji, Goa, and
2. The Administrative Officer,
Goa, Daman and Diu, I.D.C.,
Saraswati Mandir Bldg.,
18th June Road,
Panaji, Goa, and
3. Goa Glass Fibre Ltd.,
a Company incorporated
under the Companies Act
with its Registered Office
at Binani Bldg., 38,
Stand Road, Calcutta,
represented in this act
by its Asst. Vice-President
Mr. K.V.S. Krishna Kumar,
Indian National, r/o
Ground Floor, Peace Haven,
a building near Corporation
Bank, Alto Porvorim, Bardez,
Goa.

... Respondents.

Mr. R. Satardekar, advocate for the appellant.

Mr. M. S. Sonak, advocate for respondent no.2.

Mr. J. E. Coelho Pereira, Senior Advocate with Mr. V.
Korgaokar, advocate for respondent no.3.

CORAM : B. H. MARLAPALLE &
N. A. BRITTO, JJ.

DATE : 14th December, 2004.

ORAL JUDGMENT (Per Marlapalle, J.)

This appeal arises from the Award passed by the
learned Additional District Judge, North Goa, Panaji, in

L.A.C. No.25/97 whereby the market value of the land acquired and as fixed by the Land Acquisition Officer was confirmed by dismissing the reference for enhancement under Section 18 of the Land Acquisition Act 1894 ("the Act" for short).

2. By Notification published on 16th August, 1994, under Section 4(1) of the Act, the appellant's land in survey nos.218/3, 218/5 and 220/1 totally admeasuring 1,10,415 sq. mts. was sought to be acquired for the industrial estate/industrial project and the Land Acquisition Officer by his Award fixed the market value at Rs.15/- per sq. mt. By the reference application under Section 18 of the Act, the land owners had claimed the market value at Rs.100/- per sq. mt. The Court below held that there was no evidence in support of the market value at Rs.100/- per sq. mt., though the land was located alongside the high way at village Colvale.

3. It is noticed that Misc. Civil Application No. 522/2004 came to be filed by M/s. Binani Glass Industries for being impleaded as respondent no.3, to contest the appeal, on the ground that the said land was acquired by respondent nos.1 and 2 at the instance of the said intervenor. By Order dated 26th July, 2004, the said application was allowed. We have gone through the agreement entered into between respondent no.2 and respondent no.3 and noted that the entire land of the appellant was acquired in fact for respondent no.3 and the

said agreement also states that any enhanced compensation determined by any competent court would be recoverable by respondent no.2 from respondent no.3 alongwith all statutory dues.

4. This appeal was placed before the Lok Adalat held on 21st August, 2004 and the Lok Adalat was of the view that the market value of the subject land would be around Rs.20/- per sq. mt. The parties were, therefore, called upon to consider the same and the appeal was adjourned, but in the subsequent Lok Adalat held on 30th October, 2004, no compromise was arrived at and, therefore, the appeal was directed to be placed before the regular court.

5. After hearing the learned counsel for the respective parties for sometime, we had impressed upon the claimants as well as respondent no.3 to consider an increase of 20% over and above the market rate of Rs.15/- per sq. mt. fixed by the Land Acquisition Officer. Both the parties agreed for the same and have signed the consent terms which have been duly verified and marked as Annexure "X" for identification.

6. The respondent no.3 has agreed to enhance the market rate by Rs.3/- per sq. mt. for the acquired land of 1,09,090 sq mts. and also to pay solatium of 30% on the differential amount alongwith interest at 9% p.a.

7. The consent terms as signed between the parties are fair and reasonable and, therefore, we allow the appeal partly in terms of the said Consent Terms. The registry shall draw up a fresh decree on the basis of the Consent Terms.

8. We make it clear that respondent no.3 shall not be required to pay any differential amount to respondent no.2 on account of the enhanced rate of Rs.3/- per sq. mt. and the amount payable as per the Consent Terms shall be deposited in the court below in two equal instalments, the first instalment payable on 7th January, 2004 and the second instalment payable on 7th February, 2005. The amount so deposited shall be invested in a Nationalized Bank. We make it clear that our directions regarding the liability of the respondent no.3 not to pay any differential amount to respondent no.2 shall not be treated to be precedence and will not be applicable for other acquisitions in the neighbouring area.

B. H. MARLAPALLE, J.

N. A. BRITTO, J.

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